Bond to James Bennett & the said William Stavely together with all houses Outhouses Edifices Buildings yards ways Passages Easements Water Courses Woods Underwoods Timber & Timber Trees profits Commodities & Appurtenances whatsoever the same premisses belonging or in any wise appertaining or to or with the Same or any part thereof or at any time heretofore used occupyed or Enjoyed or accepted reputed taken or known as part parcell or member thereof And the Reversion & Reversions Remainders of his part aforesd & the whole rent and Rents Issues & yearly & other profitts & all Arrearages of the same or which shall become Due on the twenty fifth Day of December next Ensuing or at any time hereafter to the said William Stavely And also all the Estate right title interest property profitt possession interest Claim and Demand whatsoever both in Law & Equity of him the said William Stavely of in unto or out of the said Premisses & of in unto & out of every or any part or parcell thereof To have & to hold his said part of the said Manner Messuages Lands Tenements Hereditaments & all & Singular other the premisses herein before mentioned with the Appurtenances unto the said Benjamin Tasker his Heirs and Assigns for ever to & for no other use intent & purpose whatsoever And the said William Stavely for himself his Heirs Exors Administrors & Assigns doth hereby Covenant promise grant & Agree to & with the said Benjamin Tasker his Heirs & Assigns that he the said William Stavely is rightfully lawfully & absolutely seized of an Estate in fee Simple in & to his said part of the said Manner & premisses (Granted) with the Appurtenances And that he hath good right & absolute power to sell & Convey the same & every part thereof & of the premisses aforesd to the said Benjn Tasker his Heirs & Assigns for ever And that he the said William Stavely shall & will warrant the same & every part thereof to the said Benjamin Tasker his Heirs & Assigns against all persons whatsoever free & discharged from all arrearages of Rent & all other Titles & Incumbrances whatsoever And also that he the said William Stavely his Heirs and Assigns or any Claiming under him or them shall & will at any time or times hereafter at the reasonable request of him the said Benjamin Tasker his Heirs & Assigns or any of them Do make & Execute any Act or Acts Deed or Deeds for the better sure Conveying & Confirming the premisses aforesd with the Appurtenances unto the said Benjamin Tasker his Heirs & Assigns for ever In Witness whereof the said Wm Stavely to these presents his hand & Seal have set the Day & year first above written. Which Deed was duely acknowledged & Recorded — By Virtue of which Deed the said Benjamin was Seised and possessed of one Moyety of the said Land as the Law Directs And the Jurors aforesd find that the Deft Claim under the said James Bennett and Benjamin Tasker —

They find that the Land in Dispute is the same land that is mentioned in the severall Deeds herein before mentioned from John Fitzherbert and Mary his Wife to Richard Troy from Daniel Troy to Philip Lynes & in the Will of the said Philip Lynes and the Severall Deeds from Ann Lynes

(to)

to Charles Carroll Esqr the Deeds from the said Charles Carroll & from — Philemon Hemsley & Mary his Wife to William Bladen & in the Deeds from Thomas Bladen to William Stavely & James Bennett and the Land in dispute is one & the same Land & not others or divers and that the said James Bennett is seized & possessed of one Moyety of the said Land by Virtue of the said Deed from the said Thomas Bladen as the Law Directs And that the said Benjamin Tasker is seised and possessed of the other Moyety of the said Land by Virtue of the said Deed from the said William Stavely as the Law directs And that the said Thomas Bladen is Son & Heir at Law to William Bladen the Devisee in the Will of Philip Lynes & Party to the Severall Deeds made or mentioned to be made between the said William Bladen & Charles Carroll Esqr & Philemon Hemsley & Mary his Wife herein before mentioned They find that the Deft Claim under the said Benjn Tasker & James Bennett & that the Deft & those under whom they Claim & whose Estate they have been in the full quiett peaceable & uninterrupted possession of the Land in Dispute forty years and upwards —

But whether upon the whole matter aforesd by the Jurors aforesd in manner & form aforesd found the aforesd Benjn Tasker is guilty of the Trespass & Ejectment aforesd above by them supposed to be made the Jurors aforesd are ignorant And thereupon pray the Advice and Consideration of the Court here And if upon the whole matter aforesd by the Jurors aforesd in form aforesd found it shall appear to the Court here that the aforesd Benjn Tasker is guilty of the Trespass & Ejectment aforesd then the Jurors aforesd say upon their Oath that the aforesd Benjn Tasker is guilty of the Trespass and Ejectment aforesd in form as the aforesd John Simpson above against him hath Complained And if upon the whole matter aforesd by the Jurors aforesd in form aforesd found it shall seem to the Court here that the same Benjn Tasker is not guilty of the Trespass & Ejectment aforesd by them supposed to be done then the Jurors aforesd upon their Oath aforesd do say that the same Benjn Tasker is not guilty of the Trespass & Ejectment as he by pleading hath alledged.

Will Alexander foreman

But for that the Court here are not advised of rendering their Judgment of & concerning the premisses aforesd Day therefore is given to the said Parties to hear thereof their Judgment untill next Court for that the said Court here as yet are not &c —

At which said next Court to wit the 10th Day of October Anno Dom 1737 Comes again as well the said John Simpson Lessee of the said William Brent by his Attorney aforesd as the said Benjamin Tasker by his Attorney aforesd Whereupon the said Benjn Tasker by his said Attorney moves for a New Tryall upon the Affidavits of James Dennis and John Gibson & for that the Words (Son & Heir of the Vendee from Fitzherbert & his Wife) were struck out of the Special Verdict by the Jury tho those Words were not particularly objected against by the Counsell for the Pltff which Motion is by the Court here overruled for that one of the Counsell for the Pltff Just a little before the Jury went from the bar said there were severall things mentioned the said Verdict that he did not look upon to be material & that the Jury might strike them out or leave them in as they thought proper which was not objected against by the Defendants Counsell Thereupon the Defendant by

(his)